

TIMBER SALE PROSPECTUS

Sale Name :	South Barry Fire Salvage	Type of Sale :	Scaled
National Forest :	Modoc	Ranger District :	Devils Garden
Bidding Method :	Sealed Bid	Bid Guarantee :	\$8,100.00
Location of Bid Opening : Alturas, CA			

Date : 07/08/2013**Time :** 10:00 AM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6 will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Total Sale Value Bidding:

Prospective purchasers must submit bids in terms of the minimum acceptable total sale value. The bid form states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total sale value. The advertised minimum acceptable total sale value is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of the total sale value. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's total sale value bid rate divided by the minimum acceptable total sale value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The South Barry Fire Salvage Sale is located on the Devil's Garden Ranger District, Modoc National Forest approximately 35 miles north of Alturas, California. Access the sale from Alturas on state highway 299 west to county road 73 or state highway 395 north to Davis Creek, California to county roads 48 and 181. The estimated volume is approximately 8032 MBF of fire salvage ponderosa pine on an estimated 1616 acres of which 57 acres are individual, cut tree, mark units and 1559 acres are leave tree mark units. Volume was reduced approximately 25% to account for deterioration during the term of the contract. Individual, cut tree, mark timber is designated with a

horizontal band of blue tracer paint at DBH and stump mark. Units 52 & 53 are roadside hazard tree individual, cut tree, mark designated with a horizontal band of green tracer paint at DBH and stump mark. Leave tree mark timber is designated with a horizontal band of orange tracer paint at DBH and stump mark. Wildlife trees are designated with orange tracer paint W's on the bole at DBH and stump mark. Boundary trees are designated by unit with either three white or orange tracer painted vertical stripes at DBH and stump mark with the center stripe facing into the unit and the other two stripes facing the direction of the next boundary tree. Units 52 & 53 do not have boundary trees designated.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED.** For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Salvage Ponderosa Pine	Sawtimber	MBF	8,032.00	15.4	\$10.00	\$10.00	\$1.05	\$0.00
	TOTAL	MBF	8,032.00				\$8,433.60	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$80,320.00. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber.

This sale contains contract provisions for stumpage rate escalation. Tentative bid rates for timber apply, subject to quarterly adjustment during the contract period.

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Combined Softwood	Non-Saw	MBF	\$0.50	\$0.00	\$0.00

This is a deficit sale. The appraised stumpage rates have been increased by \$706,735.68 to reach base rates.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/15 and 10/15. Contract termination date is 08/29/2014. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$9,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, et seq.) with each bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

20. GENERAL.

Due to the urgent need to harvest this salvage sale, the Market Related Contract Term Addition (MRCTA) is not being offered for this sale.

Due to the urgent need to harvest this salvage sale, it is highly unlikely that the Forest Service will grant a contract term extension on this sale.

Due to the urgent need to harvest this salvage sale, a contract term extension may be granted on other qualifying green Forest Service sales not in need of urgent harvesting to the purchaser of this sale. The specific geographic area that would apply for the granting of extensions or adjustments on existing sales is the Modoc and Lassen National Forest. The purchaser must show how harvesting this sale will impact operations on existing sales. Specific classes of sales that would not receive consideration for extension or adjustment are fire salvage and insect damage sales. The calculation of the number of days of contract term adjustment or extension a purchaser would receive would depend upon a case by case review and reflect the time lost by logging the sale urgently requiring harvest.

Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquency Status for Corporation Applications.

C2.11# - Timber Subject to Agreement. (2/71) There is within the Sale Area an unestimated amount of Non-Saw, other material which will be subject to agreement at A4B rates listed in the Timber Sale Contract. Agreed upon volume will be paid for on a lump sum basis.

C2.35# - Designation of Timber. (6/2012) This sale has individual, cut tree, mark and leave tree mark designated timber. Individual, cut tree, mark timber is designated with a horizontal band of blue tracer paint at DBH and stump mark. Roadside hazard tree units 52 & 53 are individual, cut tree, mark timber designated with a horizontal band of green tracer paint at DBH and stump mark. Leave trees are designated with a horizontal band of orange tracer paint at DBH and stump mark. Wildlife trees are designated with orange tracer paint W's on the bole at DBH and stump mark. Boundary trees are designated by unit with either three vertical stripes of white or orange tracer paint at DBH and stump mark with the center stripe facing into the unit and the other two facing other boundary trees. Units 52 & 53 do not have boundary trees designated as these are roadside hazard tree units.

C5.12# - Use of Roads by Purchaser. (6/99) The following roads are prohibited for any use: 47T09A, 47T09VA, 47N49B and the portion of 47N53 from County Road 181, 47N09, to section 21 (T47N, R12E)

C5.35# - Road and Water Supply Use. (5/2008) Purchaser shall make deposits of \$0.62/MBF for deferred surface replacement. The designated water sources are Everly, Householder and Jane's Reservoirs.

C6.224 - Fence Gate. (9/2006) During Purchaser's Operations on the areas of the Sale Area where cattle are located, Purchaser shall do one of the following: (1) Provide an attendant at each gate shown on the Sale Area Map, or (2) close the gate immediately after each passage.

C6.24# - Site Specific Special Protection Measures. (4/2004) Purcher's Operations are prohibited from entering, at any time, the boundary of the control area(s) designated on the ground with either red and black striped or red and black checkered flagging.

C6.315# - Sale Operations Schedule. (8/2006) Units 11, 12, 19, 36, 38, 40, 49 and portions of units 16 and 29 have Protected Activity Centers (PAC) with Limited Operating Periods (LOP). The Limited Operating Periods for the Protected Activity Centers will apply until surveys are completed to determine whether the Protected Activity Center is occupied.

C6.41# - Felling, Bucking and Limbing. (8/2007) Contract requires whole tree yarding for trees up to 20" DBH class. Contract requires treatment of stumps equal to or larger than 14" (dib) on the individual, cut tree, mark units. Contract requires directional felling timber away from fences, streamside management areas, control areas, survey monuments.

C6.42# - Ground Based Skidding. (8/2006) Contract requires endlining roadside hazard trees within streamside management zones either designated on Sale Area Map or on the ground.

C6.5 - Streamcourse Protection. (8/2006) Unless otherwise agreed to in writing, equipment is prohibited from entering, at any time, the 50' or 75' buffered streamside management zones identified on the Sale Area Map or on the ground designated with orange 'Streamside Management Zone' flagging. Units 13, 16, 19, 20, 29, 36, 38, 39, 42, 43, 45 and 46 have 50' buffered zones. Unit 45 also has 75' buffered zones.

C6.815 - Third Party Scaling Services. (4/2004) Under this provision, the Purchaser shall bear and administer the cost of scaling services.

C7.2# - Specified Fire Precautions. (6/2012) The six level Project Activity Level (PAL) system has replaced the five level Sale Activity Level (SAL) system.

C7.22# - Emergency Precautions. (6/2012) The Project Activity Level (PAL) system, an industrial operations fire precaution system, will be used for this sale. The Forest Remote Weather Station will be used to calculate PAL. The normal operating season is May 15 to October 15. The approximate number of days by activity level, from data collected 2007 thru 2012, is as follows: Level A = 15 days, Level B = 13 days, Level C = 42 days, Level D = 32 days, Level Ev = 37 days and Level E = 8 days.